

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Langan Engineering and Environmental Services, LLC		01/16/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3223870	LANGAN	
Registration Number:	3238865	LE LANGAN	
Registration Number:	3182612	LE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045723117		
Email:	AQuinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	Alanna Quinn		
DATE SIGNED:	02/07/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”) dated January 16, 2024, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of Wilmington Trust, National Association (“Wilmington”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Langan LLC, a Delaware limited liability company (“Holdings”), Langan Midco LLC, a Delaware limited liability company (the “Company” or the “Borrower”), Wilmington, as Administrative Agent and Collateral Agent, Blackstone Alternative Credit Advisors LP, as Blackstone Credit Representative (as defined therein), CPPIB Credit Investments III Inc., as CPPIB Representative (as defined therein) and each lender from time to time party thereto, have entered into the Credit Agreement dated as of January 16, 2024 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, including Trademarks, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property), including all goodwill associated therewith or symbolized thereby, together with the right to receive all Proceeds from the foregoing; and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Trademarks, or unfair competition regarding the same (the “Trademark Collateral”). Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the “Lanham Act”), prior to

the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or the accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Termination. Upon the payment in full of the Obligations or the termination of the Security Agreement in accordance with the terms thereof, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Collateral Agent’s security interest in the Trademark Collateral under this Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security

Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, LLC,**
as Grantor

By:

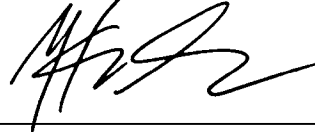


Name: Satyendu S R Yadavalli
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008340 FRAME: 0059**



Wilmington Trust, National Association,
as Collateral Agent



By: _____
Name: Melinda Valentine
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	Registration No. or Application No.
Langan Engineering and Environmental Services LLC	LANGAN	3223870
Langan Engineering and Environmental Services LLC		3238865
Langan Engineering and Environmental Services LLC		3182612